

Proposed NASA Performance Payment Metric

Upon the completion of each Task Order for microgravity flight services, the Contractor shall invoice the Government based on the criteria in the table below.

Line Item	Item Description	Unit
a)	Daily Flight Rate	Per day
b.1)	Successful Profile per SOW 3.1.2	Per Profile
b.2)	Successful Profile per SOW 3.1.3	Per Profile
b.3)	Successful Profile per SOW 3.1.4	Per Profile
b.4)	Successful Profile per SOW 3.1.5	Per Profile
b.5)	Successful Profile per SOW 3.1.6	Per Profile
c)	Yearly Insurance Premium Payment upon issuance of first Task Order for Contract Period	Per contract year
d)	Daily Rate for Aircraft Access outside of normal flight week operations	Per day
e)	Second Flight of the Day Rate	Per occurrence
f)	Flight Services per SOW 3.1.7	Per flight
g)	Payload integration fee	Per Aircraft Load
h)	Late Task Order Cancellation Charge	Per cancelled flight week
i)	Minimum Flight Week Cancellation Cost	Per cancelled flight week

a) Each flight week consists of a number of microgravity flight days. After each flight week is completed, NASA will pay the contractor the daily rate for each day the aircraft is dedicated to NASA microgravity flight missions. On each of these flight days the government must make a determination of the airworthiness prior to the mission. The aircraft will be considered airworthy when there is no failure of the Contractor's equipment, and documentation to pass NASA safety requirements is provided in advance to the Government. Flight days do not include days in which the NASA payload has not been installed or cleared for flight. The Government will not pay for any days during a Task Order in which the aircraft is not airworthy.

b) Prior to each microgravity flight, the parties will agree on the gravity levels and the minimum and maximum number of microgravity profiles (SOW Sections 3.1.2, 3.1.3, 3.1.4, 3.1.5 and 3.1.6) to be performed. NASA will pay the Contractor for each successful microgravity profile achieved during the flight not to exceed the maximum number agreed by the parties. This paragraph applies to gravity level profiles described in Sections 3.1.2, 3.1.3, 3.1.4, 3.1.5, and 3.1.6 of the Statement of Work. A successful profile is measured by the minimum profile duration, accuracy and stability, described by the referenced SOW section. Success will also be measured by adherence to the acceptable entry and completion excursion parameters for the microgravity profile. Gravity levels shall be measured by a tri-axial accelerometer located

within 10' forward or aft of the center of the research area as described in section 3.1 of the Statement of Work.

c) Wherein the Contractor will be required by the aircraft owner to maintain liability insurance, the Government will compensate an amount upon issuance of the first Task Order for the contract base year and upon exercise of the option for each option year of the contract when the Contractor demonstrates that they are continuing to maintain liability insurance in excess of the minimum insurance amount required in the NASA contract. This amount will be prorated if an option is awarded for a period less than a full year.

d) The Contractor will be compensated when NASA requests access to the aircraft outside of the normal flight week operations (Monday – Friday). Access for this rate does not include the use of the aircraft for microgravity flights.

e) Some flight weeks may consist of more than one flight a day. On those days when a second flight is required, NASA will pay the Contractor a fee for the second flight. This amount will be paid in addition to the daily flight rate and per successful profile rate.

f) For flight services in accordance with section 3.1.7, NASA will pay the Contractor a fee for flights that do not include the minimum number of microgravity profiles described in Section 2.0. This fee will be prorated per the difference between the minimum required microgravity profiles and the actual number flown.

g) For payloads that are oversized that allow less than 12 inches clearance through the length and height of the cargo door, or for payloads that weigh more than 200 pounds of lifting weight, the Contractor shall notify NASA of the payload and request an adjustment to the Task Order amount. The decision shall consider all appropriate factors, including but not limited to; payload shape; weight distribution; lifting aids provided on the payload; number of additional personnel or equipment required; potential damage to the aircraft interior and the payload; and time required. The increase shall not exceed a set amount per load. Other Task Order adjustments may be authorized to include allowances for additional time to meet scheduled takeoffs and time intervals allowed for reconfiguring or unloading the aircraft.

h) The Contractor will be entitled to a late Task Order cancellation charge if the Government does not provide the Contractor with at least 30 calendar days advance notice of the cancellation of a Task Order. This notice shall be provided by the Contracting Officer via e-mail and followed up by a formal revision to the Task Order. If a flight week is terminated due to failure of the Contractor's equipment or documentation to pass NASA safety requirements, the Contractor shall not be entitled to any payments for that flight week.

i) If a flight week cancels after the start date for reasons outside of the Contractor's control, the minimum flight week amount will be paid or the actual flight days and microgravity profiles flown if they are greater than the minimum payment.

Fuel Costs: The Government will compensate for fuel used by the Contractor's aircraft for the microgravity flights performed during the flight week scheduled, with the exception of training maneuvers flown during the flight week. Prior to fueling, the Contractor shall furnish the current

fuel load on the aircraft. At the end of the flight week, the Contractor will furnish the fuel load on the aircraft. The Contractor will inform the Government of the price per unit for the fuel provided. The price for the fuel quantity in excess of the Contractor's fuel load at the start of the flight week will be credited to the Government on its final invoice for that Task Order. The Contractor shall credit to the Government on its final invoice for that Task Order any fuel consumed for training maneuvers. In the event that the reduced gravity flights are not performed for whatever reason and there is no billable amount owed by the Government, the NASA Contracting Officer, at their discretion, may either issue a bill of collection to the Contractor for the fuel used or allow the Contractor to credit the Government for the fuel used on the next Task Order issued. If, at the end of the flight week, the onboard fuel is less than the amount of fuel at the beginning of the week, the Contractor may invoice the Government for that amount of fuel at the actual cost of fuel.

The Contractor shall be responsible for reimbursing the Government for fuel used in the event the aircraft commander elects to extend a flight or delay parabolic maneuvers for 2/10th of an hour or more for the purpose of troubleshooting or analyzing any aircraft system issues. The Contractor shall track the time to the nearest 1/10th of an hour and compute the fuel consumed during the delay. Note that this adjustment is limited to delays caused by Contractor aircraft systems and is not applicable for delays caused by payload issues, at the request of the Government Campaign Manager, or while maneuvering for more suitable flight conditions. Any such delays shall be identified and measured by the Contractor, not the Government personnel.